



**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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**Gloria Molina  
Mark Ridley-Thomas  
Zev Yaroslavsky  
Don Knabe  
Michael D. Antonovich**  
*Commissioners*

**Cordé D. Carrillo**  
*Acting Executive Director*

February 17, 2009

Honorable Board of Commissioners  
Community Development Commission of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE  
COMMUNITY DEVELOPMENT COMMISSION AND SUN MICRO SOLUTIONS, INC.  
(ALL DISTRICTS) (3 VOTE)**

**CIO RECOMMENDATION: APPROVE (X)  
APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )**

**SUBJECT**

This letter recommends approval of an amendment to add additional funds and extend for two more months an Agreement between the Community Development Commission Sun MicroSolutions, Inc. for the continued development of the Community Development Block Grant Online System.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that approval to add \$62,500 for additional ASP.net Web Based Application services to the Agreement between the Community Development Commission and Sun MicroSolutions, Inc. (Agreement) is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.
2. Approve and authorize the Acting Executive Director to execute Amendment No. 1 to the Agreement, attached in substantially final form, to increase the total compensation by \$62,500 in Community Development Block Grant (CDBG) funds to a total of \$112,499, and to increase the time of performance by two months to August 30, 2009, for additional ASP.net Web Based Application services to support the Commission's CDBG Online System, to be effective following approval as to form by County Counsel and execution by all parties.



### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Commission has an existing agreement with Sun MicroSolutions, Inc., under which the Commission receives programming services for development and enhancement of the CDBG Online system. This existing Agreement, with a compensation amount of \$49,999, will expire on June 30, 2009. However, due to unforeseen requirements, additional services will be needed for further development and enhancement of the system. The Commission has fully expended the budgeted funds under the existing Agreement, and there is considerable work remaining to be done. The addition of \$62,500 in CDBG funds to the Contract and the two additional months will allow Sun MicroSolutions, Inc. to continue the development and enhancement of the CDBG Online System.

Sun MicroSolutions, Inc. offers a high degree of knowledge and expertise in the Commission's business processes and programming of the CDBG Online System. To date, the Commission benefited from high quality work designed and programmed by Sun MicroSolutions' Web Application Developer (WAD). The products of this work are already in use in the CDBG online system. For the purposes of continuity, it is in the best interest of the Commission to have Sun MicroSolutions complete the work on this project.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund.

The Amendment will be funded with an additional \$62,500 in CDBG funds included in the Commission's approved Fiscal Year 2008-2009 Budget. This will bring the total amount for this Agreement to \$112,499.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Commission's CDBG Online System enables Commission staff and 107 participating agencies to manage projects, conduct contract management tasks, perform the planning process, conduct monitoring reviews, submit funding requests, and input data for performance reports through the Commission's website.

In June 2008, the Commission conducted a Request for Proposal (RFP) process to provide information technology services for the continued development of the CDBG Online system. In response to this RFP, the Commission received two proposals, from Sun MicroSolutions, Inc. and Solec, LLC. After review by an evaluation panel, Sun MicroSolutions, Inc. was selected as the most responsive vendor.

Amendment No. 1 to the Agreement with Sun MicroSolutions increases the compensation amount by \$62,500 in CDBG funds in order to complete development

and enhancement of the CDBG Online System. The time of performance will be extended for two months beyond the original June 30, 2009 expiration date to August 30, 2009. In the event that the Commission desires to further expand the CDBG Online System beyond the scope of the amended Agreement, Commission staff will perform any additional web application development to the system.

#### **ENVIRONMENTAL DOCUMENTATION**

This activity is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activity that will not have a physical impact on or result in any physical changes to the environment. The activity is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

#### **IMPACT ON CURRENT SERVICES AND PROJECTS**

Development of the CDBG Online System will enhance the administration of the CDBG Program and the delivery of services through participating agencies.

Respectfully submitted,



CORDE D. CARRILLO  
Acting Executive Director  
COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

Reviewed by:



RICHARD SANCHEZ  
Acting Chief Information Officer  
COUNTY OF LOS ANGELES

Attachments: 2

# CIO ANALYSIS

## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION AND SUN MICROSOLUTIONS, INC.

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

### Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yr. # of Option Yrs: 0

### Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications  
☒ Professional Services

Project Executive Sponsor: Corde Carrillo, Acting Executive Dir., CDC

### Budget Information :

Y-T-D Contract Expenditures	\$ 49,999
Maximum Contract Amount	\$ 62,500
Aggregate Project Amount	\$ 112,499

### Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

### Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

### **Project/Contract Description:**

The Community Development Commission (CDC) is requesting your Board to delegate authority to the Acting Executive Director of the Community Development Commission to execute an Amendment to support the continued development of CDC's Community Development Block Grant (CDBG) Online System. This proposed Amendment will increase the contract maximum by \$62,500 for a total of \$112,499.

### **Background:**

The CDBG Online System supports the management, monitoring, and reporting activities for CDBG grant funded projects by internal staff and 107 participating agencies. In 2008, CDC contracted with Sun MicroSolutions to provide up to \$49,999 worth of web application development services to add additional functionality to the CDBG Online System. CDC is seeking to amend this existing Agreement to support the development of additional system functionality – Residential Rehabilitation Module and Residential Rehabilitation Monitoring Module. CDC represents that any additional work beyond that funded by this proposed Amendment required to further expand the system or complete the Residential Rehabilitation modules work would be performed by CDC internal system development staff.

### **Project Justification/Benefits:**

Continued development of the CDBG Online System will lead to improvements in the management of the CDBG Program and the delivery of services through participating agencies.

### **Project Metrics:**

The CDC has defined specific forms and reports to be developed. CDC has stated that they have a high degree of confidence the work can be completed within the requested budget amount.

### **Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved**

If this proposed Amendment for professional services is not approved, development of the CDBG Online System would be delayed pending availability of CDC technical staff.

### **Alternatives Considered:**

CDC had originally considered utilizing professional services for a much larger scope of system development work. As a result of consultation with the Chief Information Office (CIO), CDC revised the scope of work downward and committed to performing work beyond the specific scope of this Amendment with internal system development staff.

The vendor, Sun MicroSolutions, was originally selected via a competitive selection process. Based on the insight they gained during the initial scope of work, and the positive experience that CDC reported in working with them, it was determined that an Amendment to the original contract was the most effective means for continuing development of the CDBG Online System. CDC reports that Sun MicroSolutions performed all work that was requested of them in a timely, high quality manner.

**Project Risks:**

With any system development effort, the key elements of success are to define the scope of work, achieve expected quality, maintain schedule and achieve the project budget.

**Risk Mitigation Measures:**

The potential project risks have been addressed by CDC. The CIO feels confident that CDC understands these risks and the importance of effectively monitoring them throughout the development schedule. The following actions represent the plans to mitigate the above risks:

- CDC has specifically defined the forms and reports to be developed;
- CDC has had a positive experience working with the vendor, and is confident that they can achieve the goals of scope, budget, quality and schedule;
- CDC technical staff has a high degree of confidence regarding the level of effort and time required to perform the scope of work;
- CDC has stated that internal staff will be utilized to address any uncompleted tasks should the work not be completed within the requested budget.

**Financial Analysis:**

The cost for this Amendment is a not-to-exceed \$62,500 for professional services and all project-related travel expenses. The work order is expected to be completed within six months of the execution of the amended Agreement. The amended Agreement will be funded with CDBG funds included in CDC's approved FY 2008-2009 budget.

**CIO Concerns:**

None.

**CIO Recommendations:**

The CIO recommends Board approval of this requested action.

**CIO APPROVAL**

Date Received: January 15, 2009

Prepared by: John Arnstein

Date: January 22, 2009

Approved: 

Date: 2/3/2009

**AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION OF THE  
COUNTY OF LOS ANGELES AND SUN MICRO SOLUTIONS, INC.**

**Amendment No. 1**

This Amendment No. 1 (Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Sun Microsystems, Inc., hereinafter referred to as the "Contractor."

**WITNESSETH THAT:**

**WHEREAS**, the Commission and the Contractor entered into an Agreement on July 1, 2008, to provide ASP.net Web Based Application services to the Commission on an as needed basis; and

**WHEREAS**, the Commission and Contractor mutually agree to amend their Agreement to increase the compensation to sixty two thousand five hundred dollars (\$62,500) for additional ASP.net Web Based Application services and extend the Agreement for an additional two months.

**NOW, THEREFORE**, in consideration of the mutual undertakings, herein, the parties hereto agree that said Agreement be amended as follows:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Section 1. **PURPOSE**, is amended to read as follows:

The Contractor is in the business of providing needed **ASP.net Web Based Application** services ("Services"). On June 3, 2008, in response to a Request for Proposals issued by the Commission, the Contractor submitted a proposal and was selected as the successful bidder to furnish the hereinafter-described services to the Commission. In the Notice of Request for Proposals that was issued, the Commission reserved the right to add additional services, as may be required, by Board approval. This amendment represents a request for additional services for the purposes of continuity and in order to complete this project.

3. Agreement, Section 2. **TERM**, has been revised to read as follows:

The Contract shall be extended two additional months, and remain in full force until August 30, 2009, unless sooner terminated as provided herein.

4. Agreement, Section 3, **CONTRACTOR'S RESPONSIBILITIES**, is amended as follows:
  - A. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work.



B. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the Commission.

5. Agreement, Section 4. **COMPENSATION**, is amended as follows:

The Contractor shall submit to the Commission an invoice on a form approved by the Commission for services rendered on a monthly schedule as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission shall pay the Contractor within (30) days following receipt of a proper invoice in accordance with Attachment B, Fee Schedule. The total amount of compensation under this Agreement will not exceed ONE HUNDRED TWELVE THOUSAND, FOUR HUNDRED NINETY NINE DOLLARS (\$112,499), which includes all related expenses.

The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Attachment A-1 - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided as described in Attachment B-1 - Fee Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

The Contractor's invoices shall be priced in accordance with Attachment B-1 - Fee Schedule.

The Contractor's invoices shall contain the information set forth in Attachment A-1 - Statement of Work describing the tasks, deliverables, goods, services, work hours, and/or other work for which payment is claimed.

All invoices submitted by the Contractor for payment must have the written approval of the Commission's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Agreement shall not constitute a

waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

6. Agreement, Section 8, **CONFIDENTIALLY OF REPORTS**, is amended as follows

- a. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Commission policies concerning information technology security and the protection of confidential records and information.
- b. Contractor shall indemnify, defend, and hold harmless Commission, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with Paragraph 8.1, as determined by Commission in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Section 11 of the Agreement shall be conducted by Contractor and performed by counsel selected by Contractor and approved by Commission. Notwithstanding the preceding sentence, Commission shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide Commission with a full and adequate defense, as determined by Commission in its sole judgment, Commission shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by Commission in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of Commission without Commission's prior written approval.
- c. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7. Agreement, Section 10, **INSURANCE**, is amended as follows:

Without limiting Contractor's duty to indemnify and defend the Commission as set forth below, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Agreement, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A: VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Agreement, deliver to the Commission certificates of insurance with original endorsements evidencing the

insurance coverage required by this Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Agreement, but no later than thirty (30) days following execution of this Agreement. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will indemnify, defend, and hold harmless the Commission, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been indemnified, defended, and held harmless, if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: Sun Microsystems, Inc. Contract

The insurance policies set forth herein shall be primary insurance with respect to the Commission. The aforementioned insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required in this section may, upon the Commission's sole discretion, constitute a material breach of this Agreement pursuant to which the Commission may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

Any failure to maintain the insurance required herein, may be deemed, at the sole discretion of Commission, a material breach of this Agreement.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or it's equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission and each of its elected and appointed officers, officials, representatives, employees, and agents shall be covered as additional insureds on such policy.

- B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." The Public Agencies and each of their elected and appointed officers, officials, representatives, employees, and agents shall be covered as additional insureds on such policy.

- D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (One Million Dollars (\$1,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from Commission or Authority to eliminate this professional liability insurance requirement.

8. Agreement, Section 11, **INDEMNIFICATION**, is amended as follows:

The Contractor shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles (Housing Authority), County of Los Angeles (County), and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all from and against any and all liability, demands, damages, claims, causes of action, costs, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. Agreement, Section 12, **COMMISSION'S QUALITY ASSURANCE PLAN** has been amended as follows:

The Commission will evaluate Contractor's performance under this Agreement on a quarterly basis. Such evaluations will include assessing Contractor's compliance with all agreement terms and performance standards. The Contractor will be allowed a period of 30 days to take corrective action on any identified deficiencies, including up to replacement of the individual performing the services. The Commission reserves the right to suspend services at will, and resume at a later date if it is deemed in the best interests of the Commission. Contractor deficiencies, which Commission determines are severe or continuing, and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measures, the Commission may terminate this Agreement, pursuant to Paragraph 13 or 14, or impose other remedies as specified in the Agreement.

10. Agreement, Section 18, **INDEPENDENT CONTRACTOR**, has been amended as follows:

Contractor agrees that he/she is an independent contractor and not an employee of the Commission and all Contractors' personnel shall be employees or subcontractors of the Contractor and not employees of Commission. It is the responsibility of the Contractor to conduct any and all reference and background checks, as well as handle any employee and/or subcontractor matters. Contractor shall pay all salaries and wages, employers social security taxes, unemployment insurance, ad similar taxes relating to employees and shall be responsible for all applicable withholding taxes

11. Section 39, **NOTICES**, has been amended as follows:

For purposes of implementing this Agreement, the representatives of the Commission shall be the Executive Director of the Commission or his designee and the representative of Contractor shall be the Chief Executive Officer. Except as may be otherwise stated hereinafter, such representatives shall have the authority to act on behalf of their respective parties in carrying out the terms of this Agreement.

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Terry Gonzalez, Director  
CDBG Division  
Community Development Commission of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755

The Contractor: Ruchi Mitra  
Chief Executive Officer  
Sun Microsolutions, Inc.  
29 Avanzare Street  
Irvine, CA 92606

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

12. Agreement, Section 44, titled, **ADMINISTRATION OF AGREEMENT** will be added and read as follows:

A. Administration of Agreement - County

Project Director - Responsibilities of the Commission's Project Director include:

1. Ensuring that the objectives of this Contract are met; and
2. providing direction to the Contractor in areas relating to County policy, information requirements, and procedural requirements.

Project Manager - Responsibilities of the Commission's Project Manager include:

1. Meeting with the Contractor's Project Manager on a regular basis; and
2. inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The Commission's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

B. Administration of Agreement – Contractor

1. Contractor's employees assigned to County facilities are required to have a Commission Identification (ID) badge on their person and visible at all times. The Contractor is responsible to ensure that the WAD obtains County ID badge when they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

2. Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

13. Attachment A, STATEMENT OF WORK, is replaced in its entirety by Attachment A-1, attached hereto and incorporated herein by reference. All references to Attachment A in the Agreement shall hereafter be replaced by Attachment A-1.

14. Attachment B, FEE SCHEDULE, is modified to add Attachment B-1, attached hereto and incorporated herein by reference.

15. All other terms and conditions in the Agreement shall remain the same and in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Agreement as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

SUN MICROSOLUTIONS, INC.

By \_\_\_\_\_  
Acting Executive Director

By \_\_\_\_\_  
Ruchi Mitra  
Chief Executive Officer

APPROVED AS TO FORM:  
Raymond G. Fortner, Jr.  
County Counsel

APPROVED AS TO PROGRAM:  
CDBG DIVISION

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Terry Gonzalez  
Director



# **ATTACHMENT A - 1**

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## **STATEMENT OF WORK**

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# **ATTACHMENT A-1**

## **Statement of Work**

### **1.0 SCOPE OF WORK**

The mission of the Community Development Commission of the County of Los Angeles is to strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission maintains many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Commission is seeking an ASP.NET Web Application Developer (WAD) to develop ASP.NET web based applications services.

### **2.0 GENERAL REQUIREMENTS**

2.1 In accordance with this Statement of Work, the Contractor shall provide a WAD with the following qualifications:

2.1.1 Education and/or related training or experience equivalent to grad from four year college or units in Computer Science, Information Systems, Computer Engineering or a related field.

2.1.2 Two years working experience with HTML, MS Visual Studio.NET (ASP.NET, VB.NET), Microsoft – SQL Server 2000/2005 (TSQL).

2.1.3 Working experience with Infragistics NetAdvantage 2006 suite and Data Dynamics ActiveReports Version 3.0 are required.

2.1.4 Technical knowledge (database design, program information, system architecture) of Community Development Block Grant Online System being used by the Commission.

2.1.5 Knowledge about the Community Development Block Grant programs.

2.2 The Contractor's assigned WAD shall work as part of the e-Services team to develop ASP.NET web based applications.

### **3.0 SPECIFIC WORK REQUIREMENTS**

3.1 The Contractor shall work on the design and complete the development of the following modules within the Community Development Block Grant Program System:

3.1.1 Residential Rehabilitation Module – The WAD shall enhance the reporting features of this system to allow for the collection of contractor information required as part of the procurement and bidding process, as well, as the collection of data relating to the minority business status of these contractors in order to produce and transmit required reports necessary as part of the MBE / WBE activities for the U.S. Department of Housing and Urban Development (HUD). The enhancement of the reporting features to this module shall begin immediately upon execution of this amendment and shall be completed within two months after the commencement of the work.

3.1.2 Residential Rehabilitation Monitoring Module – The second phase of the Residential Rehabilitation Module requires the WAD to design and develop an automated monitoring module that will convert the existing data that is collected and integrated into a monitoring tool. As part of this design the WAD will link the monitoring module to the Residential Rehabilitation module to populate its database. The purpose of this monitoring module is to measure and evaluate the performance of our grantee's using a web based online system. The design and development of an automated monitoring module will begin once the enhancement of the reporting features to the Residential Rehabilitation module is completed. This task will take approximately four months to complete and should be finished by June 30, 2009.

3.2 The Contractor shall perform the following tasks:

3.2.1 Design ASP.NET web forms, user controls etc. utilizing Infragistics NetAdvantage User Interface Controls.

3.2.2 Write code in VB.NET.

3.2.3 Write TSQL to create and/or update SQL Server 2005 objects such as Tables, Views, Stored Procedures, and Triggers.

3.2.4 Design and develop reports using Data Dynamics Active Reports for .Net

#### **4.0 RESPONSIBILITIES**

The Commission and the Contractor's responsibilities are as follows:

##### **Commission**

## **4.1 Personnel**

- 4.1.1 The Commission has the right to determine if the proposed WAD possesses the adequate skills to perform the work requested under the agreement. The Commission will interview and approve or disapprove the proposed WAD.
- 4.1.2 The E-Services Supervisor at the Commission shall monitor the Contractor's performance in the daily operation of this Agreement.
- 4.1.3 The E-Services Supervisor at the Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.4 The Commission has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.

## **4.2 Items and Equipment Furnished**

- 4.2.1 The Commission will provide an adequate workstation with a personal computer system and all of the necessary software and tools required to perform the work.

## **Contractor**

## **4.3 Identification I.D. and Administrative Matters**

- 4.3.1 The Contractor's WAD must wear visible identification when working under the Agreement on Commission property. The identification shall be a Commission-issued photo ID. The Contractor is responsible for the care and use of a Commission ID card. The Contractor will be charged \$20 for damaged or lost ID cards.
- 4.3.2 The Contractor will conduct any and all reference and background checks, as well as handle any employee and/or subcontractor matters.
- 4.3.3 The Contractor's WAD must wear appropriate business attire when working under the Agreement on Commission property as defined under the Commission's Administrative Policy and Procedures manual. The WAD must take into account the business being conducted on any particular day.

4.3.4 The Contractor's WAD must conduct himself/herself in a manner consistent with CDC Administrative Policies and Procedures.

## **5.0 HOURS / DAYS OF WORK**

Commission office hours are from 8:00 a.m. to 5:00 p.m. The WAD shall work 40 hours per week at the 2 Coral Circle, Monterey Park Office. Commission offices are closed on the following Holidays and the WAD will not be required to work on these days. The WAD will not receive compensation for Holidays and/or days not worked.

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

# **ATTACHMENT B -1**

## **FEE SCHEDULE**

The Contractor shall submit monthly invoices, to include a signed schedule of the work performed and the deliverables accomplished for the month. The approved hourly compensation for the contractor is \$60.03 per hour.